

AO 100 (7/93) Agreement to Forfeit Property

United States District Court

District of New Mexico

FILED
 UNITED STATES DISTRICT COURT
 ALBUQUERQUE, NEW MEXICO

UNITED STATES OF AMERICA

AGREEMENT TO FORFEIT PROPERTY

V.

REDACTED

Case Number: 05-1849 JH

RALPH GREENE, III

MATTHEW J. DYKMAN
 CLERK

Defendant

I/we, the undersigned, acknowledge pursuant to 18 U.S.C. § 3142(c) (1) (B) (xi) in consideration of the release of the defendant that I/we and my/our personal representatives jointly and severally agree to forfeit to the United States of America the following property:

66 Clermont Avenue, Brooklyn, NY 11205, Block 2045 & Lot 55.

and there has been posted with the Court the following indicia of my/our ownership of the property:

SAME AS ABOVE

I/we further declare under penalty of perjury that I am/we are the sole owner(s) of the property described above and that the property described above is not subject to any lien, encumbrance, or claim of right or ownership except my/our own, that imposed by this agreement, and those listed below:

SEE ATTACHED

and that I/we will not alienate, further encumber, or otherwise willfully impair the value of my/our interest in the property.

The conditions of this agreement are that the defendant RALPH GREENE, III

(name)

is to appear before this Court and at such other places as the defendant may be required to appear, in accordance with any and all orders and directions relating to the defendant's appearance in this case, including appearance for violation of a condition of defendant's release as may be ordered or notified by this court or any other United States Court to which the defendant may be held to answer or the cause transferred. The defendant is to abide by any judgment entered in such matter by surrendering to serve any sentence imposed and obeying any order or direction in connection with such judgment.

It is agreed and understood that this is a continuing agreement (including any proceedings on appeal or review) which shall continue until such time as the undersigned are exonerated.

If the defendant appears as ordered or notified and otherwise obeys and performs the foregoing conditions of this agreement, then this agreement is to be void, but if the defendant fails to obey or perform any of these conditions, the property described in this agreement shall immediately be forfeited to the United States. Forfeiture under this agreement for any breach of its conditions may be declared by any United States District Court having cognizance of the above entitled matter at the time of such breach, and if the property is forfeited and if the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor jointly and severally for forfeiture of the property together with interest and costs, and execution may be issued and the property secured as provided by the Federal Rules of Criminal Procedure and any other laws of the United States of America.

This agreement is signed on

9/2/05

at

Albuquerque, NM

(date)

(place)

Defendant

Address

Owner (s)

Address

Obligor (s)

SSN:

Address

Address

Signed and acknowledged before me on

9/2/05

(date)

Approved:

(Judicial Officer)

(Judicial Officer/Clerk)

94

SF 5 - SHORT FORM SPECIAL WARRANTY DEED (NMSF 1810) (REV 9/93) - NEW MEXICO STATUTORY FORM

SPECIAL WARRANTY DEED

Ralph Greene

for consideration paid, grant

to The United States District Court

whose address is 333 Lomas Blvd. NW, Albuquerque, New Mexico 87102

the following described real estate in Brooklyn, New York County, New Mexico

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE WESTERLY SIDE OF CLERMONT AVENUE DISTANT SOUTHERLY 144 FEET 5 INCHES FROM THE CORNER FORMED BY THE INTERSECTION OF THE WESTERLY SIDE OF CLERMONT AVENUE AND THE SOUTHERLY SIDE OF PARK AVENUE AS SAME EXISTED PRIOR TO WIDENING; running thence westerly at right angles to clermont AVENUE AND PARTLY THROUGH THE MIDDLE OF A PARTY WALL 100 FEET; THENCE SOUTHERLY PARALLEL WITH CLERMONT AVENUE 20 FEET; THENCE EASTERLY AGAIN AT RIGHT ANGLES TO CLERMONT AVENUE AND PARTLY THROUGH THE MIDDLE OF A PARTY WALL 100 FEET TO THE WESTERLY SIDE OF CLERMONT AVENUE; THENCE NORTHERLY ALONG THE WESTERLY SIDE OF CLERMONT AVENUE 20 FEET TO THE POINT OR PLACE OF BEGINNING.

with special warranty covenants.

Witness hand and seal this day of 20

(Seal)

(Seal)

(Seal)

(Seal)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO)

COUNTY OF BERNALILLO)

This instrument was acknowledged before me on 8/2 20 05

by RALPH B GREENE [Signature]

My commission expires

(Seal)



OFFICIAL SEAL
LON G. ORR II
NOTARY PUBLIC - STATE OF NEW MEXICO
RECORDER'S USE ONLY 7-28-05

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO)

COUNTY OF) ss.

This instrument was acknowledged before me on

20

by NAME OF OFFICER

TITLE OF OFFICER of CORPORATION, MEMBERSHIP

a corporation, on behalf of said corporation.

My commission expires

(Seal)

NOTARY PUBLIC



Prudential
Douglas Elliman
Real Estate

Doug Bowen
90 Hudson Street
New York, NY 10013
Bus 212 965-6016 Fax 646 497 3474
dbowen.elliman.com

Sept. 1, 2005

To Whom It May Concern

I am writing this letter as a follow up to a letter I faxed to Ralph Greene yesterday August 31. I have misplaced the original.

This letter is regarding the current market value of the vacant lot property known as 66 Clermont Avenue, Brooklyn, NY 11205. Block 2045 Lot 55.

I am uniquely qualified to value this property as I am not only an investor who owns four Townhouse properties in the area, but also that I am a licensed real estate agent working for the largest company in NYC.

I have access to the most current data available and I am attaching to this letter a few relevant comps for like kind properties in the subject property's direct vicinity. Each property is a vacant lot with approximately the same area square footage and also the same zoning. They are all with in "spitting distance of one another.

The current market value of 66 Clermont Avenue is \$450,000.

Should you require any further assistance please feel free contact me directly.

Yours Truly,

Doug Bowen



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All information furnished regarding property for sale, rental or financing is from sources deemed reliable. No representation is made as to the accuracy thereof and it is submitted subject to errors, omissions, change of price, rental, commission or other conditions, prior sale, lease or financing, or withdrawal without notice.

Some recent supporting comps from the area.

Date	Price	S/sf	#	Address	Zipcode	Blkg Class	Units	Blkg Size	Floors	Gross SF	Lot Size
Jun 27, 2005	\$800,000		174	Clement Ave. 11205, Brooklyn	11205	V0: Vacant lot, mixed residential		0x0	000.00		25x75
Nov 23, 2004	\$333,300		107	Grand Ave. 11205, Brooklyn	11205	V1: Vacant lot,		0x0	000.00		25x100



Prudential

**Douglas Elliman
Real Estate**

Doug Bowen
90 Hudson Street
New York, NY 10013
Bus 212 965-6016 Fax 646 497 3474
dbowen.elliman.com

Ralph Greene
212 Broadway SE
Albuquerque, NM 87102

To Whom It May Concern:

I am writing this letter regarding the value of the vacant lot located at 66 Clermont Avenue, Brooklyn NY 11025, block 2045 lot 55. Owner of 4 townhouse properties in the area and others in Brooklyn, I am also licensed real estate broker with the largest company in the city. I am uniquely qualified to price this property being an investor in the area. I also have access to the databases that contain the most current data available in NYC.

Attached to this letter, please find 3 very current comps within a ¼ mile radius of the subject property. These three comps are all vacant land and have approximately the same area square footage. They are all also zoned the same.

The value of this property in today's market is \$450,000. Surprising to those who do not know the specialized markets here in NY, vacant land in areas like Clinton Hill, Brooklyn have sky-rocketed in value along with the townhouse properties that sit on lots like this one.

Please feel free to contact me anytime. In addition to the contact information above my cell phone number is 646 247 0822.

Sincerely

Doug Bowen

RE: Ralph + Louise Greene

Some recent supporting comps from the area.

Date	Price	SqFt	#	Address	Zoning	Blk Class	Units	Blk Size	Floors	Gross SF	Lot Size
Jun 27, 2005	\$600,000		174	Clement Ave. 11205, Brooklyn	11205	VO: Vacant lot, mixed residential		0x0	000.00		25x76
Nov 23, 2004	\$333,300		107	Grand Ave. 11205, Brooklyn	11205	VO: Vacant lot,		0x0	000.00		25x100

May 23 \$400,000 94 Ryerson St.

11205

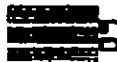
VO: Vacant lot

zoned residential

20x100



FINANCE
NEW YORK
THE CITY OF NEW YORK
DEPARTMENT OF FINANCE



Statement of Account

December 01, 2004

Owner: Ralph Greene
Property Address: 86 Clermont Avenue
Borough, Block & Lot: Brooklyn (3), 02045, 0055

Mailing Address:
Ralph Greene
131 Vanderbilt Ave.
Brooklyn, NY 11205-2303

Statement Billing Summary

Previous Charges, including Interest & Credits	\$714.23
Current Charges, including any Credits	\$8.76
Savings if You Pay Current Charges Now	\$0.01
Total Due January 18, 2005	\$720.98
Charges Not Due Yet, including any Credits	\$4.73
Savings if You Pay Charges Not Due Yet, Now	\$0.03
Total Due if You Pay All Charges Now	\$725.68

pd 2005

373-113235-221
66 CLERMONT AVENUE
BROOKLYN, NEW YORK

Page 2

THE PARTY of the first part covenants that if any improvements, repairs or alterations to the premises have been commenced and have not been completed at least four months before the recording of this deed, the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of improvement, and that said Grantor will apply the same first to the payment of the cost of improvement before using any part of the total of the same for any other purpose.

IN WITNESS WHEREOF the undersigned has set his hand and seal as Field Office DEPY. SUPVR. SINGLE FAMILY OPERATION HUD Field Office, NEW YORK, New York, for and on behalf of the said Secretary of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter II, Part 200, Subpart D, and 35 P.R. 16106 (10/14/70), as amended.

In presence of: Secretary of Housing and Urban Development

By: Assistant Secretary for Housing-
Federal Housing Commissioner

[Signature]
[Signature]

[Signature] (SEAL)
DEPY. SUPVR.
Field Office SINGLE FAMILY OPERATION
HUD Field Office 26 FEDERAL PLAZA, New York
NEW YORK

STATE OF NEW YORK
COUNTY OF NEW YORK

On this 24th day of January, 1980, before me personally came LUIS F. BATISTA, New York, and the person described in and who executed foregoing instrument bearing date 24th Jan 1980, by virtue of the above cited authority and acknowledged the same to be his/her free act and deed as Field Office DEPY. SUPVR. SINGLE FAMILY OPERATION HUD Field Office, NEW YORK, New York, for and on behalf of, MOON LANDRIEU, Secretary of Housing and Urban Development.

[Signature]
JOHN MCCARTHY
NOTARY PUBLIC, State of New York
No. 30 7760790
Qualified in Nassau County
Commission Expires March 26, 1980
Notary Public

RECEIVED - S

RECEIVED OF CITY REGISTER
KINGS County
RECORDED
Presented by hand
JAY E. GUTLER
ACTING CITY REGISTER

SECTION: 7
BLOCK: 2045
LOT: 55
COUNTY: KINGS

RECORD AND RETURN TO
RALPH GIBRNE
131 VANDERBILT AVENUE
BROOKLYN, NEW YORK 11205

113
554
2448
SET 4
RIS 4

RECEIVED
REAL ESTATE
FEB 3 1980
TRANSFER 1-3
KINGS
COUNTY

AMERICAN ABSTRACT COMPANY

56
4733

FINAL ASSESSMENT ROLL 2005-2006 | City of New York

Taxable Status Date: January 5, 2005

[View 2003 FINAL ASSESSMENT ROLL](#)
[View 2004 TENTATIVE ASSESSMENT ROLL](#)
[View 2004 FINAL ASSESSMENT ROLL](#)
[View 2005 TENTATIVE ASSESSMENT ROLL](#)
[View May 25, 2005 - Market Value History](#)

EXPLANATION OF ASSESSMENT ROLL**Parcel Information**[Previous BBL](#)[Next BBL](#)**Owner Name:**

RALPH GREENE

Property Address and Zip Code:

66 CLERMONT AVENUE 11205

Real Estate Billing Name and Address:

RALPH GREENE

131 VANDERBILT AVE

BROOKLYN NY 11205

Borough: BROOKLYN**Block:** 2045**Lot:** 55**Tax Class:** 1B**Building Class:** V0 [Codes](#)**Land Information****Lot Size**

20.00FT X 100.00FT

Irregular

Corner

Building Information**Number of Buildings****Building Size**

0.00FT X 0.00FT

Extension**Stories****Assessment Information****Description****Land****Total**

ESTIMATED MARKET VALUE

99,500

6-20% LIMITATION

2,487

2,487

ACTUAL EX AV

0

0

Taxable/Billable Assessed Value**Assessed Value**

SUBJECT TO ADJUSTMENTS, YOUR 2005/06 TAXES WILL BE BASED ON

2,487

Property is assessed at the following uniform percentages of full market value, unless limited to a lesser amount by law:

Class 1 - 6%

Class 2 - 45%

Class 3 - 45%

Class 4 - 45%

[Statements List](#) | [Select a BBL](#) | [Logon to NYCProperty](#)

REF 1139 PAGE 1521

Bargain and Sale Deed - New York

373-113235-221
(VACANT LAND)
ALL CASH- AS IS

THIS INDENTURE, Made the 24th day of January, 1980, between
MOON LANDRIEU, Secretary of Housing and Urban Development, of Washington, D.C., acting by
and through the Federal Housing Commissioner, party of the first part, and RALPH GREENE
RESIDING AT 131 VANDERBILT AVENUE, BROOKLYN, NEW YORK 11205
party(ies) of the second part.

WITNESSETH: That the party of the first part, in consideration of the sum of ONE DOLLAR (\$1.00)
lawful money of the United States, and other good and valuable considerations paid by the party(ies) of the
second part, does hereby grant and release unto the party(ies) of the second part, and to the heirs, distributees
and assigns of said party(ies) of the second part, forever

ALL that certain plot, piece or parcel of land, situate, lying and
being in the Borough of Brooklyn, County of Kings, City and State
of New York, bounded and described as follows:

BEGINNING at a point on the Westerly side of Clermont Avenue distant
Southerly 144 feet 5 inches from the corner formed by the intersection
of the Westerly side of Clermont Avenue and the Southerly side of Park
Avenue as same existed prior to widening; running thence Westerly at
right angles to Clermont Avenue and partly through the middle of a
party wall 100 feet; thence Southerly parallel with Clermont Avenue
20 feet; thence Easterly again at right angles to Clermont Avenue and
partly through the middle of a party wall 100 feet to the Westerly side
of Clermont Avenue; thence Northerly along the Westerly side of Clermont
Avenue 20 feet to the point or place of BEGINNING.

BEING the same property acquired by the party of the first part pursuant to the provisions of the
National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development
Act (79 Stat. 667).

TOGETHER WITH the appurtenances and all the estate and rights of the party of the first part in and
to said premises.

TO HAVE AND TO HOLD the premises herein granted unto the party(ies) of the second part, and to the
heirs, distributees and assigns of said party(ies) of the second part, forever.

SUBJECT TO ALL covenants, restrictions, reservations, easements, conditions and rights appearing
of record; and SUBJECT to any state of facts an accurate survey would show.

AND THE party of the first part covenants that he has not done or suffered anything whereby the said
premises have been incumbered in any way whatsoever.